

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

In re: JEFFREY ARNAL)	
ESTELLE WOODWARD)	
<u>Debtor(s)</u>)	CHAPTER 13
)	
WELLS FARGO BANK, N.A.)	Case No.: 15-12684 (ELF)
d/b/a WELLS FARGO AUTO)	
<u>Moving Party</u>)	Hearing Date: 4-30-19 at 9:30 AM
)	
v.)	11 U.S.C. 362
)	
JEFFREY ARNAL)	
ESTELLE WOODWARD)	
<u>Respondent(s)</u>)	
)	
WILLIAM C. MILLER)	
<u>Trustee</u>)	

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Comes now Wells Fargo Bank, N.A. d/b/a Wells Fargo Auto (“Wells Fargo”) filing this its Motion For Relief From The Automatic Stay (“Motion”), and in support thereof, would respectfully show:

1. On April 17, 2015, Jeffrey Arnal and Estelle Woodward filed a voluntary petition under Chapter 13 of the Bankruptcy Code.
2. This Court has jurisdiction of the Motion by virtue of 11 U.S.C. 105, 361 and 362, and 28 U.S.C. 157 and 1334.
3. On July 15, 2014 the Debtors entered into a retail installment sales contract for the purchase of a 2008 Honda Odyssey bearing vehicle identification number 5FNRL38748B038300. The contract was assigned to Wells Fargo Dealer Services and the Debtors became indebted to Wells Fargo in accordance with the terms of same. Wells Fargo Dealer Services is designated as first lien holder on the title to the vehicle. Wells Fargo Bank, N.A. previously did business as Wells Fargo Dealer Services and now does business as Wells

Fargo Auto. True copies of the contract and the title inquiry to the vehicle are annexed hereto as exhibits A and B.

4. The amount owing to Wells Fargo as of March 13, 2019 is \$5,597.37.

5. According to the NADA Official Used Car Guide for March 2019, the vehicle has a current retail value of \$8,675.00.

6. The Debtors have failed to make monthly payments and remain due and owing for May 28, 2018 and as a result, are in arrears \$3,279.34 as of March 13, 2019.

7. Wells Fargo Bank, N.A. d/b/a Wells Fargo Auto alleges that the automatic stay should be lifted for cause under 11 U.S.C. 362(d)(1) in that Wells Fargo lacks adequate protection of its interest in the vehicle as evidenced by the following:

(a) The Debtors are failing to make payments to Wells Fargo in accordance with the loan agreement and are failing to provide Wells Fargo with adequate protection.

WHEREFORE PREMISES CONSIDERED, Wells Fargo Bank, N.A. d/b/a Wells Fargo Auto respectfully requests that upon final hearing of this Motion, (1) the automatic stay will be terminated as to Wells Fargo to permit Wells Fargo to seek its statutory and other available remedies; (2) that the stay terminate in accordance with Fed.R.Bank.P., Rule 4001(a)(3) and (3) Wells Fargo be granted such other and further relief as is just.

Respectfully submitted,

/s/ William E. Craig

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Local Counsel for Wells Fargo Bank, N.A.

d/b/a Wells Fargo Auto